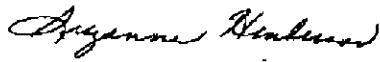


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Official Public Records



Suzanne Henderson

Tarrant County Texas

2008 May 08 09:09 AM

Fee: \$ 28.00

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4 Pages

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**AMENDMENT TO OIL AND GAS LEASE**

**State:** Texas  
**County:** Tarrant  
**Lessors:** Universal Forest Products Texas LLC  
a Michigan Limited Liability Company (formerly a Michigan Partnership)  
2801 E. Belt line Road NE  
Grand Rapids, Michigan 49525  
**Lessee:** XTO Energy Inc.  
**Effective Date:** January 18, 2007

On January 18, 2007, Lessors, named above, executed and delivered onto Aspect Abundant Shale LP ( now "XTO Energy Inc."), Lessee, filed an Oil and Gas Lease (the "Lease"), recorded in Document No. D207124082 of the Deed Records, Tarrant County, Texas. The Lease covers the following lands (the "Lands"):

29.182 acres, more or less, part of the J. Armendris Survey (A-58) and the A. Albright Survey (A-1849), Tarrant County, Texas. Being all lands described by metes and bounds (which includes some Lots/ Blocks in the Saginaw Industrial Park Addition and part of closed road) in Quit Claim Deed from Universal Forest Products Holding Co. to Universal Forest Products Texas Limited Partnership, dated December 23, 1996, recorded in Volume 12713, Page 1677, Deed Records, Tarrant County, Texas.

The Lease is recognized by Lessors as being in full force and effect. The Leases are presently owned by Lessee, named above. It is the desire of the Lessors and Lessee to amend the Leases as to the particular provisions set out below.

For adequate consideration, Lessors and Lessee amend the Lease by incorporating into it the following terms, as if originally contained in the Lease:

NOW THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the parties hereto agree to the following:

- 1) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 6a 6b and 6c of this Lease 60 days appears, same shall be deemed to read 90 days.

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- 2) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 6c and 6e of this Lease Retained Tract and Retained Tract (defined below) appears, same shall be deemed to read pooled tract.
- 3) Paragraph 6d is hereby deleted in its entirety and shall be replaced with the following:

Lessee, at its option, may pool or combine the leased premises as to oil and gas, or either of them, with any other land, lease or leases, when in Lessee's judgment it is necessary or advisable to do so in order to properly develop and operate the Premises. Any pooling shall be into a well unit or units not exceeding eighty (80) acres, plus an acreage tolerance of ten percent (10%), for oil, and not exceeding two hundred twenty-one (221) acres, plus an acreage tolerance of ten percent (10%), for gas, except that larger units may be created to conform to any spacing or well unit pattern that may be prescribed by state governmental authorities

- 4) The following sentences in Paragraph 7 is hereby deleted in its entirety:

The acreage in a pooled unit may not exceed the amount that would be permitted for a Retained Tract composed of acreage lying entirely within the Land. A pooled unit for a horizontal well shall be configured so that the percentage of the land that is included in the unit is not less than the percentage of that part of the horizontal drainhole that is located under the Land and in the producing formation.

- 5) Notwithstanding anything in this Lease to the contrary, whenever in Paragraph 8 of this Lease 660 feet appear, now shall be deemed to read 330 feet.

If the amendment(s), set out above, varies from a provision(s) or term(s) already existing in the Leases, the amending provision(s) specifically supersedes the provision(s) or term(s) originally contained in the Leases.

For adequate consideration, Lessors grant, lease and let to Lessee the Lands for the term provided in the Leases, as amended.


This Amendment may be executed in multiple counterparts. When executed, counterpart shall be binding on the party signing it, regardless of whether all Lessors execute this Amendment.

This Amendment is signed by Lessors and Lessee as of the date of the acknowledgment of their respective signatures, but is effective for all purposes as of the Effective Date stated above.

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Lessor:

Universal Forest Products Texas Limited Partnership, a Michigan Limited Partnership

BY: 

Title: Treasurer

Lessee:



XTO Energy Inc.

By: 

Edwin S. Ryan, Jr.  
Sr. Vice President - Land Administration

STATE OF Michigan §  
COUNTY OF Kent §

This instrument was acknowledged before me on the 11<sup>th</sup> day of April, 2008, by Michael Cole of Universal Forest Products Texas Limited Partnership, a Michigan Partnership, on behalf of said corporation.

  
Notary Public

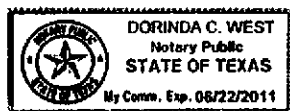
My commission expires 8/30/2013

SHANNON POLOMCAK  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Aug. 30, 2013  
Acting in the County of

THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

This instrument was acknowledged before me this 1<sup>st</sup> day of May 2008,  
by Edwin S. Ryan, Jr. Vice President - Land Administration of XTO Energy Inc., a  
Delaware corporation, on behalf of said corporation.



Dorinda C. West  
Notary Public in and for the  
State of Texas

DORINDA C. WEST  
Printed Name of Notary Public

My commission expires 06-22-2011